

SPENCER COUNTY FISCAL COURT

Monday, January 7, 2013

9:00 am

Fiscal Court Meeting Room, 28 East Main Street

A. Opening Prayer

Squire Judd led the Court in prayer before Court began.

B. Pledge of Allegiance

Pledge of Allegiance to the American Flag.

C. Call to order by the County Judge Executive, Bill Karrer

D. Roll call by Spencer County Clerk, Lynn Hesselbrock- all present.

E. Approval of the minutes from the previous Fiscal Court meeting.

- On the motion of Esq. Judd, seconded by Esq. Goodlett, with all members of the Court present voting "Aye", it is hereby ordered to approve the minutes of the December 17, 2012 Fiscal Court meeting with any corrections being made.

F. Communications from Citizens *3 minute limit *****

Mr. Lawrence Trageser came before the Court to express his displeasure over the use of County owned Sheriff's vehicles. Judge Karrer reminded him that public comments were limited to items on the agenda and that the Sheriff's and Clerk's budget for salaries was the item on the agenda. Mr. Trageser relinquished the remainder of his time.

G. Communications from the County Judge Executive

The County Judge had no comments.

H. Communications/reports from Members, other Offices, and Committees

1. Sheriff's reports (Oct, Nov, Dec, and 2012 totals)

Spencer County Sheriff's Department

P.O. Box 475

Taylorsville, Ky., 40071

Activity for October 2012 as follows:

Traffic Stops, Warnings – 58

Traffic Stops, Citations – 22

Highway Safety Checkpoint - 0

Non Injury Accidents – 21

Injury Accidents – 11

Fatalities - 0

Other Calls for Service – 274

CCDW Permits – 32

Vehicle Inspections - 84

Total Arrest – 35 Including 4 DUI's

Subpoenas, Criminal Summons & Civil Summons Served – 70

Recovered Property – \$ 0

Total Contacts - 607

Spencer County Sheriff's Department

P.O. Box 475
Taylorsville, Ky., 40071

Activity for November 2012 as follows:

Traffic Stops, Warnings – 53

Traffic Stops, Citations – 22

Highway Safety Checkpoint - 0

Non Injury Accidents – 12

Injury Accidents – 2

Fatalities - 0

Other Calls for Service – 250

CCDW Permits – 23

Vehicle Inspections - 54

Total Arrest – 18 Including 1 DUI's

Subpoenas, Criminal Summons & Civil Summons Served – 70

Recovered Property – \$ 0

Total Contacts - 504

Spencer County Sheriff's Department

P.O. Box 475

Taylorsville, Ky., 40071

Activity for December 2012 as follows:

Traffic Stops, Warnings – 52

Traffic Stops, Citations – 14

Highway Safety Checkpoint - 2

Non Injury Accidents – 10

Injury Accidents – 5

Fatalities - 0

Other Calls for Service – 219

CCDW Permits – 20

Vehicle Inspections - 49

Total Arrest – 10 Including 2 DUI's

Subpoenas, Criminal Summons & Civil Summons Served – 49

Recovered Property – \$10,110.00

Total Contacts - 430

Spencer County Sheriff's Department

P.O. Box 475

Taylorsville, Ky., 40071

Activity for 2012 as follows:

Traffic Stops, Warnings – 644

Traffic Stops, Citations – 252

Highway Safety Checkpoint - 4

Non Injury Accidents – 134

Injury Accidents – 47

Fatalities - 6

Other Calls for Service – 3418

CCDW Permits – 295

Vehicle Inspections - 811

Total Arrest – 318 Including 73 DUI's

Subpoenas, Criminal Summons & Civil Summons Served – 829

Recovered Property – \$25,460.00

Total Contacts – 6,758

2. Animal reports (K-9 rescues and carcass disposals)

December 2012

**Animal Control Report
K-9 Rescue and Enforcement**

Animal Control Officer: Nolan Bryant
Back up Officer: Melvin Gore
Volunteer: Amy Verder
Volunteer: Leandra Verder

Stray Pick-ups	13
Runs to Shelby Co. Shelter	1
Runs to Humane Society	0
Animal Welfare Checks	2
Return to Owner (R.T.O.)	4
Owner / Surrender	0
Road Accident Reports	2
Dog Bites	0

Total No. Of Stray Pick-Ups / Monthly 2012

January / 13	February / 24	March / 3	April / 10
May / 16	June / 14	July / 10	August / 19
September / 8	October / 9	November / 10	December / 13

Road Accident: (2)

- A. Owner found for canine, retrieved from vet
- B. Canine taken to vet clinic, owner later found... canine passed at clinic

Rescue Take Ins: (5)

Placed in Home: (1)

SPENCER COUNTY				Dec-12		30 M + 30 M + 29 M -					
DATE	NAME	ADDRESS	PHONE #	Cows	Bull	Cow	Calf	Horse	Goat	Sheep	Other
12/3/2012	David Hume	635 Greer Rd	502-477-3003				1				
	Andy Bishop	Greer Rd, driveway before David Hume on	502-275-6177				1				
	Larry Wilder	3554 Grays Run	502-507-3798				1				
	Randy Richardson	2504 Mill Rd	502-738-5555	1							
12/5/2012	Andy Bishop	Greer Rd, driveway before David Hume on	502-275-6177				1				
	James Tipton	320 Rice Lane	502-639-7079	1							
12/7/2012	Eric Temple	10001 Mt Eden Rd	502-321-5074				1				
	Andy Bishop	Greer Rd, driveway before David Hume on	502-275-6177				1				
12/10/2012	Scott Williams	1809 Hardesty Rd	502-599-2874			1					
	Kathy McClain	485 Van Buren Rd	502-738-5089	1							
12/11/2012	Sue Raisor	187 Normacy Station Rd	502-321-4353					1			
12/14/2012	David Hume	635 Greer Rd	502-477-3003				1				
	Lee Young	Elmtree Lane	502-902-1259				1				
	James Wright	404 Driscoll Rd	502-655-6116					1			
12/18/2012	Brian Wethington	1933 Mitchell Lane	502-210-1787				1				
	Scott Williams	3509 Mt Washington Rd	502-599-2874	1							
12/21/2012	David Hume	635 Greer Rd	502-477-3003				1				
	Mike Monroe	1560 Whitfield	502-239-4272	1							
12/26/2012	David Hume	635 Greer Rd	502-477-3003				1				
	Dave Limpke	1860 Plum Crk Rd	502-477-6691					1			
TOTAL PAGE				5	0	1	11	3	0	0	0

SPENCER COUNTY				Dec-12		30 M + 30 M + 29 M -					
DATE	NAME	ADDRESS	PHONE #	Cows	Bull	Cow	Calf	Horse	Goat	Sheep	Other
12/27/2012	Burhl Bond	480 Ochs Lane	502-245-8551				1				
	Chip Sweetnam	3683 Elk Crk - in trailer by driveway in black	502-644-4218						1		
	Mr Phillips	500 Shelbyville Rd	502-528-1210	1							
12/28/2012	Thomas Hatzman	2306 Greys Run	502-477-2127				1				
12/31/2012	Andy Bishop	Greer Rd	502-275-6177				4				

3. Solid Waste Report.

Esq. Judd reported that many improvements had been made to the Recycling Center since Karen Spencer had been hired as Supervisor. He noted that there was a leak in the gutter right above the entranceway that needed to be fixed. He suggested that Mr. Darrell Herndon get estimates on repairing/replacing the doors. Esq. Judd noted that it might cost around \$700.00. Mr. Herndon is to bring back estimates for the door repairs. Esq. Judd also noted that the Solid Waste Committee was waiting on landfill ordinances from surrounding counties.

4. Industrial hemp committee report.

Esq. Judd reported that there was no meeting due to conflicts in schedules with committee members. However, he had spoken with members and they voiced their support for the resolution.

- On the motion of Esq. Cheek, seconded by Esq. Judd, with all members of the Court present voting "Aye", it is hereby ordered to approve the resolution in favor of reintroducing industrial hemp in Kentucky.



County Judge Executive Bill Karrer
Magistrate Mike Moody, District 1
Magistrate Hobert Judd, District 2

SPENCER COUNTY FISCAL COURT

Spencer County "A Great Place to Live, Work and Play"
P. O. Box 397 - Taylorsville, KY 40071 - (502) 477-3205
www.spencercountyky.gov



Magistrate Jerry Davis, District 3
Magistrate Ronald "Woodie" Cheek, District 4
Magistrate David Goodlett, District 5

RESOLUTION #4 – 2013series

County of Spencer
Commonwealth of Kentucky

A Resolution in Favor of Reintroducing Industrial Hemp in Kentucky Agriculture

Whereas, agricultural production is critically important for our nation, state and Spencer County for a thriving economy, specifically Kentucky depends on agricultural production to fuel our economy; and

Whereas, the importance of our agricultural communities to diversify and seek viable alternative crops and private investment in businesses and job creation to process and develop products using domestically produced agricultural crops cannot be understated; and

Whereas, a significant number of our fellow Kentucky citizens have lost jobs and other economic activity including a loss of value and in many cases ownership of their homes and other assets; and

Whereas, the loss of economic activity and the detrimental effect that it has on our citizens' ability to find employment and to provide for their families exacerbates the problems associated with illegal substance abuse, including illegal drug dealing as a source of income as well as in many cases illegal drug abuse to escape the reality of desperate times; and

Whereas, a vast number of Kentuckians and people across this nation continue to be negatively impacted by our ailing economy and by our dependence on imported foreign oil, and have a strong desire for alternative domestically produced energy and/or products and processes that use less energy and create jobs; and

Whereas, biofuels produced from agricultural crops have been making significant progress in research and production which includes alternative biodiesel and aviation fuel development and as a potential viable source of other fuels derived from the seed oils and cellulose; and

Whereas, environmental concerns are increasingly important to our citizens and to our future generations; and

Whereas, industrial hemp is known to absorb unusually high amounts of carbon dioxide from the atmosphere and produce products such as fuels, food, textiles, plastics, automobile parts, paper and paper products, fiber board, insulation, animal bedding among many other products currently produced from industrial hemp grown in Canada, China and other countries; and

Whereas, hemp, at a standard recognized by many countries around the world, including Canada since 1998, of 0.3% or less delta-9-tetrahydrocannabinol (THC) content, also known as industrial hemp, has no use or demand in the illegal drug market and is no longer classified as a "dangerous" narcotic drug under the controlled substances policies of those countries; and

Whereas, the United States is the only industrialized nation that has not recognized and allowed industrial hemp to be grown since it was included as a "Schedule 1" narcotic drug under the US Controlled Substances Act; and

Whereas, a distinction is clearly needed to separate industrial hemp from marijuana under the Controlled Substances Act in order for Kentucky to take advantage of the economic, environmental and alternative energy products and benefits enjoyed by other nations including Canada and China; and

Whereas, there is a strong desire of many citizens of Kentucky to reintroduce this crop including Kentucky's Commissioner of Agriculture James Comer, Sen. Rand Paul and Representative Thomas Massie to allow Kentucky farmers to once again grow industrial hemp and to explore and develop markets using the seed, oils, fiber and cellulose derived from industrial hemp; and


Whereas, the United States currently allows businesses to legally import all parts of the industrial hemp plant including sterile seed, seed cake, oils, fiber and cellulose and finished products made from industrial hemp crops from other nations, now primarily Canada and China, for use in research, development and production of products by US companies which are currently and increasingly used and available throughout the US retail and wholesale markets including in Kentucky's significant automobile manufacturing process among others; and

Whereas, this resolution in favor of reintroduction of industrial hemp in Kentucky agriculture is not intended in any way to deter Kentucky or other law enforcement entities from keeping our communities safe from the ravages of illegal narcotics, prescription drug and other dangerous drug abuse; and

Whereas, Kentucky has a long history of being a primary producer of industrial hemp dating back to before 1792 when Kentucky became the 15th state in the Union, approving and erecting approximately 13 official historic markers commemorating the importance of hemp production in Kentucky;

Now, Therefore, Be it Resolved by the Fiscal Court of Spencer County, Commonwealth of Kentucky that the Court supports the efforts to reintroduce industrial hemp in Kentucky agriculture.

So resolved this 7th day January, 2013.


Bill Karrer
Spencer County Judge Executive

Attest:


Lynn Messelbrock
Spencer Fiscal Court Clerk

5. Occupational tax office request for 2 boxes of pre-addressed postage-paid envelopes for tax-forms, mailers, \$509.09 plus shipping through USPS.com.
- On the motion of Esq. Goodlett, seconded by Esq. Judd, with all members of the Court present voting "Aye", it is hereby ordered to approve the postage-paid envelopes for the Occupational Tax Office.
6. Parks Director Brian Spencer, Basketball league.
 Mr. Brian Spencer came before the Court with a request for t-shirts.

K-1 Players	52
Cost per player	<u>\$30.00</u>
Total	\$1,560.00
2nd-8th Grade Players	187
Cost per Player	<u>\$65.00</u>
Total	\$12,155.00
Total for All Age Groups	\$13,715.00
Total Cost of T-shirts	<u>\$2,257.80</u>
	<u>\$11,457.20</u>

- On the motion of Esq. Esq. Davis, seconded by Esq. Goodlett, with all members of the Court present voting "Aye", it is hereby ordered to approve the Parks Director's request for t-shirts for a sum of \$2,257.80.
- I. **Old Business**
1. Clerk and Sheriff 2013 fee office budgets.
 - On the motion of Esq. Esq. Davis, seconded by Esq. Cheek, with all members of the Court present voting "Aye", it is hereby ordered to take the Clerk's budget off the table.

- On the motion to approve the Clerk's budget request of \$265,696.20. Motion made by Esq. Judd, seconded by Judge Executive Karrer, with the "Yays" being Esq. Judd, Judge Karrer Esq. Goodlett and the "Nays" being Esq. Davis, Moody and Cheek the motion fails.
- On the motion to approve the budget request of \$253044.00. Motion made by Esq. Moody, seconded by Esq. Goodlett, with the "Yays" being Esq. Moody, Esq. Goodlett, and the "NAYS" being Judge Karrer, Esq. Davis, Esq. Cheek, Esq. Judd, the motion fails.
- On the motion to approve the budget request of \$260,635.32. Motion being made by Esq. Cheek, seconded by Esq, Judd, with the "Yays" being Esq. Goodlett, Esq. Cheek, Esq Judd, Judge Karrer and the "Nays" being Esq. Davis and Esq. Moody, the motion passes.

ANNUAL ORDER SETTING MAXIMUM AMOUNT
FOR DEPUTIES AND ASSISTANTS

Pursuant to KRS 64.530(3), "...The fiscal court shall fix annually the maximum amount, including fringe benefits, which the officer may expend for deputies and assistants..."

The fiscal court of Spencer County in compliance with state law hereby sets the maximum amount which the Clerk (specify county clerk or sheriff) of Spencer County may expend from fees during calendar year 2013 at \$ 260,635.32 for deputies, assistants and other employees. The maximum amount as set includes all amounts paid from fees for:

- Full time salaries and wages
- Overtime wages
- Part time salaries and wages
- Vacation and sick leave
- Health insurance
- Insurance other than health
- Employer match SS/Retirement
- Other _____
- Other _____

Motion made by Esq. Cheek, second by Esq. Judd

Vote yays, Judge-Executive Karrer, magistrates, Cheek, Goodlett
+ Judd Nays, magistrates Davis + Moody

Signed Lynn Hesselbrock Fiscal Court Clerk
Date January 8, 2013

- On the motion of Esq. Cheek, seconded by Esq. Davis, with all members of the Court present voting "Aye", it is hereby ordered to take the Sheriff's budget off the table.

- On the motion to approve the Sheriff's budget request for \$782,033.10. Motion made by Esq. Cheek, seconded by Esq. Judd, with the "Yays" being Esq. Cheek, Esq. Judd, Esq. Goodlett, Judge Karrer, and the "Nays" being Esq. Davis and Esq. Moody, the motion passes.

ANNUAL ORDER SETTING MAXIMUM AMOUNT
FOR DEPUTIES AND ASSISTANTS

Pursuant to KRS 64.530(3), "...The fiscal court shall fix annually the maximum amount, including fringe benefits, which the officer may expend for deputies and assistants..."

The fiscal court of Spencer County in compliance with state law hereby sets the maximum amount which the Sheriff (specify county clerk or sheriff) of Spencer County may expend from fees during calendar year 2013 at \$ 782,033.10 for deputies, assistants and other employees. The maximum amount as set includes all amounts paid from fees for:

- Full time salaries and wages
- Overtime wages
- Part time salaries and wages
- Vacation and sick leave
- Health insurance
- Insurance other than health
- Employer match SS/Retirement
- Other _____
- Other _____

Motion made by Esq Cheek, second by Esq Judd

Vote yays, Judge-Esq. Karrer, magistrates Cheek, Goodlett + Judd. Nays, magistrates Davis + moody

Signed Legan Hesselbrock Fiscal Court Clerk
Date January 8, 2013


Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2012

Spencer County Sheriff

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1	Column 2	Column 3	Column 4	Column 5
	2013 Fee Account Budget Estimate	2013 Fee Account Cumulative Actual	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)
1. Receipts YTD	\$602,845.31				
2. Total Disbursements YTD					
3. Book Balance/Excess Fees	\$602,845.31				
4. Bank Statement Balance					
5. Plus Deposits in Transit					
6. Less Outstanding Checks					
7. Other					
8. Reconciled Bank Balance					
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

Instructions: This form is the required format for the budget and the quarterly report. BUDGET: After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th and following approval, submit to the state/local finance officer QUARTERLY REPORT. The quarterly report is cumulative. Show the status of all funds in the official change during calendar year to date in Part One. Line 1 Show total receipts on a cash basis for the year to date including any beginning balance for all accounts. Show current year fee account in COLUMN 2 as calculated in Part One. Line 2 Show total disbursements on a cash basis for the year to date for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Two of report. Line 3 Show difference between lines 1 and 2 for all accounts. Line 4 Show bank statement balance(s) at close of quarter. Line 5 Show total deposits made prior to close of quarter that are not reflected in bank statement(s). Line 6 Show total amount of checks issued prior to close of quarter that are not reflected in bank statement(s). Line 7 Show investments. Line 8 Show line 4 adjusted for lines 5, 6, and 7. Line 8 should equal line 3 for all accounts. Line 9 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 10 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 11 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 12 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 13 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 14 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 15 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 16 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 17 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 18 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 19 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 20 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 21 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 22 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 23 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 24 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 25 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 26 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 27 Complete for quarter ending 12/31. Show calculation in Part Two of report. Fax # 502-573-3712 / Ph # 502-573-3710.

Approved by the fiscal court on the 7th day of January, 2013.

 County Judge/Executive Date

To the best of my knowledge the information reported herein for the budget/quarter ended _____ is accurate and complete.

 Signature of County Sheriff Date

Part Two Receipts	Budget Estimate
1. Federal Grants	
2. State Grants	\$15,279.63
3. State - KLEFFP	\$21,700.00
4. Receipts YTD	
5. Maintenance Reimbursement	\$32,281.60
6. Circuit Clerk	\$740.00
7. Copies	\$20.00
8. State Fee for Services	\$22,128.34
9. Fines/Fees Collected**MIW	\$1,533.00
10. Court Ordered Payments	
11. Fiscal Court (includes Election Cases)	\$75,743.87
12. County Clerk (Delinquent taxes)	\$33,064.28
13. Commissions on Taxes Collected	\$306,615.37
14. Fees Collected for Services TELECOM	\$844.36
15. Auto Inspections	\$2,570.00
16. Accident/Police Reports	\$559.00
17. Serving Papers	\$48,730.00
18. CCDW	\$6,295.00
19. Other (Copy Fee/ Trial -ills Late)	\$7,945.00
20. add on Fee Property Tax	\$25,219.00
21. Interest Earned	\$1,576.44
22. Total Revenues	\$602,845.31
23. Petty Cash (Donations)	
24. Borrowed Money	
25. State Advancement	
26. Bank Note	
27. Total Receipts (Total lines 22 through 26)	

Copy the figures shown on line 27.

J. New Business

1. Review and approval of Bills and Transfers.

GENERAL FUND INVOICES/TRANSFERS

Spencer County Jail Fund	Interfund transfer	30,000.00
Spencer County Road Fund	Interfund transfer	100,000.00
Davis Lee Downs	0150701910 board of adjustments mtg, 12/18/2012	60.00
Glen Goebel	0150701910 board of adjustments mtg, 12/18/2012	60.00
Ike Irvine	0150701910 board of adjustments mtg, 12/18/2012	60.00
Bruce Kapfhammer	0150701910 board of adjustments mtg, 12/18/2012	60.00
James Tipton	0150701910 board of adjustments mtg, 12/18/2012	60.00
Gordon Deapen	0150701910 zoning meeting, 1/3/2013	60.00
Cara Lewis	0150701910 zoning meeting, 1/3/2013	60.00
Lowry Brown	0150701910 zoning meeting, 1/3/2013	60.00
Dwight Clayton	0150701910 zoning meeting, 1/3/2013	60.00
Paul Daugherty	0150701910 zoning meeting, 1/3/2013	60.00
Anthony Travis	0150701910 zoning meeting, 1/3/2013	60.00
Gary Woods	0150701910 zoning meeting, 1/3/2013	60.00
Alfreda Currie	0150701910 zoning meeting secretary, 1/3/2013	60.00
AT&T Wireless	0151405780 ems cellphones	389.68
	0150155780 sheriff cellphones	777.07
	015015573W sheriff aircards	448.32
	0154015780 parks cellphones	100.66
	0150204450 abc dir cellphone	50.33
	0151154450 bldg insp cellphone	84.29
	0150204450 coroner cellphone	50.33
	0152055780 K9 officer cellphone	50.33
	0150805780 judge/depjud/jailer cellphones	158.41
Animal Care Equipment LLC	0152054020 dog tags for 2013	110.11
AfterMath Claims Science	0151404450 reimburse ems overpayment	759.65
A&M Oil Company	0151404550 ems motoroil	49.18
	0150155920 sheriff motoroil	49.18
AlphaCard	0151354200 one-third cost ID system (previous appvd)	902.35
	0150157170 one-third cost ID system	902.35
	0150014450 one-third cost ID system	902.35
Airgas	0151405500 ems oxygen	39.90
AT&T	0150865780 annex dsl	183.94
	0150055780 co atty childsupport office phone	89.71
	0150055780 co atty phones/internet	128.05
	0150104450 co clerk phones	246.19
	0150155780 sheriff phones/internet	220.46
	0150305780 pva phones	75.40
	0150475780 octax phones/internet	128.11

SPENCER COUNTY
F18 PG266

	0150705780 planning/zoning phones/internet	122.08
	0150805780 misc office phones/internet centrex	842.69
	0150865780 annex phones	1,090.35
	0151154450 bldg insp phone	25.28
	0151405780 ems phones/internet	123.85
	0152055780 k9 phones	38.12
	0152175780 recycling phone	20.54
	0154015780 parks phones	58.99
	0151453220 e911 equipment lease	787.54
	0150204450 coroner internet	24.95
Bennett's Gas	0150155780 sheriff utilities	132.58
	0150855780 ems utilities	132.57
Bentley's Lawn Care	0153404680 nuisance mowing	125.00
Boy Scout Troop 67	0153404680 7 miles litter cleanup @\$85/mi	595.00
Bluegrass Recycling	0152054030 animal carcass removal	2,055.71
Classic Printing	0150154450 sheriff receipt books (previous apprvd)	352.00
Coit Services	0150657370 polling place carpet cleaning	474.60
C&H Security	0150055780 co atty panic alarm	19.99
	0150475780 occ tax panic alarm	19.99
	0150805780 ethse panic alarm	19.99
Cheaper Locksmith	0150014450 judge & treas door locks	139.50
	0150807210 maintenance bldg locks	213.00
	0152054020 k9 door locks	233.00
	0152174680 recycling door locks	319.50
Cardinal Office	0150014450 judge envelopes	8.59
	0150154450 sheriff envelopes	17.18
Custom Solutions	0150803380 computers contract	2,115.00
City Waterworks	0150155780 sheriff utilities	64.79
	0150705780 zoning utilities	64.78
	0150475780 occ tax utilities	22.24
	0150805780 ethse utilities	52.23
	0150865780 annex utilities	27.25
	0151405780 ems utilities	130.91
	0152175780 recycling utilities	28.99
	0154015780 parks utilities	66.33
CMS Uniforms	0150154810 A.Sasser sher uniform shirts,pants,jacket	1,043.95
	0150157170 A.Sasser belt rings	13.95
	0150154810 C.Shirley sher uniform pants	40.95
	0150154810 T.Montgomery sheriff uniform jacket	279.95
EMS Consultants	0151403200 ems billing contract	3,229.08

SPENCER COUNTY
F18 PG267

Logans	0150805710 maint/recy/parks uniforms rental	366.96
	0150305780 pva floormats	61.48
	0150805710 cthse/annex floormats	387.48
Medicare	0151404450 reimburse ems overpayment	398.66
Marling Business Bank	0150104450 co clerk copier contract	340.13
Mohawk Medical	0151405500 ems pharmaceuticals	187.51
Mid-State Exterminators	0151405780 ems pest control	20.00
	0150805710 sher/pz/fis ct pest control	45.00
	0150805710 courthouse pest control	48.00
	0150865780 annex pest control	38.00
	0150475780 occtax pest control	28.00
Med-Tech Resources	0151405500 ems medic supplies	389.13
Martin World Enterprise	0180999990 recycle & park security cameras (ADF)	1,861.94
NEXUS Planning	0150703090 zoning consultant contract	3,250.00
North Central Health Dept	0152174680 recyc workers hep b vaccines	160.00
Neopost	0150105630 co clerk postagemachine rental	149.85
Proforma	0150154460 sheriff evidence bags	329.55
Quill	0150504450 abc dir business cards	29.99
	0150014450 judge notepads, copypaper	69.87
	0151404450 ems printer cartridge	62.09
	0150154450 sheriff files, envelopes	24.98
	0152174680 recycling files, tape dispenser	26.98
	0150804110 custodial towels, trashbags,lysol	282.90
	0150704450 zoning calendar	21.99
Quadmed	0151405500 ems medic supplies	139.76
SCHS Softball Team	0153404680 8 miles litter cleanup @\$85/mi	680.00
Shelby Broadband	0154015780 parks internet	39.95
Sherrie Coulter	0150105760 reimb conference mileage	57.60
Shred-It	0151405780 ems file disposal	53.50
Scott Chesser	0151405500 reimburse supplies pickup mileage	84.00
Saf-ti-co	0151363480 tower signage	386.00
S&S Worldwide	0154014670 parks basketballs	379.16
Valley Apparel	0150104810 clerk uniform shirts	110.74
Vincent Mattingly	0150474450 occtax enforcemt mileage	68.16
USPostmaster	0150154450 sheriff po box rental	36.00
Wright Express	0151154550 bdginsp fuel	137.81
	0151404550 ems fuel	2,640.73
	0152055920 k9 officer fuel	232.71
	0150807210 maintenance fuel	119.82
	0152174680 recycling fuel	202.02

First Bankcard	0151363480 tower generator	1,960.99
	0151363480 tower hvac unit	557.55
	0191005690 Ky emergency management conf room	80.52
	0150474450 occ tax envelopes	263.95
	015015401W gun magazines, holsters	957.73
	0152174680 recycling gloves	77.36
Febco Inc.	0194002030 employee benefits cards	3,380.50
Fleetone	0151404550 ems fuel	80.77
Greenwell Bros	0151363480 tower propane tank set	189.90
	0150705780 zoning utilities	227.41
	0150475780 occ tax utilities	157.76
Harp Enterprises	0150657370 Nov 2012 general election expenses	11,967.39
Bennetts Hardware	0151363480 tower parts	7.12
	0151404430 ems squeege, keys, lock	26.18
	0154014670 parks tapemeasure, level	84.08
	0150155920 sheriff vehicle parts, paint	30.26
	0150154450 sheriff batteries	7.89
	0150157170 sheriff earplugs	3.90
	0150157250 sheriff drillbits	7.98
	0150154460 sheriff marking paint	10.98
	0152174680 recycling heater, paint, broom, hose	324.94
	0150804110 custodial vacuum cleaner bags	6.79
	0150805710 courthouse ballasts, lights	111.90
	0150807210 maintenance shop mopbucket, valves, prts	131.72
Hill Manufacturing	0150804110 custodial bags	116.88
Huber Tire	0150155920 sheriff veh tires	547.44
Kentucky State Police	0151453220 dispatching contract, Jan1-Mar31	22,375.00
Kentucky State Treasurer	0150154450 sheriff deputy testing	116.00
KACo Insurance Agency	0191005210 constable bond	101.80
	0191005210 deputy coroner bond	101.80
	0191005210 county judge bond	101.80
	0191005210 coroner bond	101.80
	0191005210 sheriff bond	101.80
	0191005210 sheriff revenue bond	1,501.55
	0191005210 constable bond	101.80
	0191005210 constable bond	101.80
	0191005210 surveyor bond	101.80
	0191005210 jailer bond	101.80
L&W Emergency Equipment	0151363480 installation work for radios	2,230.00
L&L Exams Plus	0191003820 7 drug testing	175.00

	0154014550 parks fuel	304.01
	0150154550 sheriff fuel	3,526.63
	015015455T transport fuel	592.36

Transfer \$142.66 from 0151363480 (communications) to the Road Fund for invoice correction

ROAD FUND INVOICES/TRANSFERS

A&M Oil Company	0261054550 road fuels	6,005.07
AT&T	0261055780 road dept phone/internet	110.49
AT&T Wireless	0261055780 road dept cellphones	405.34
Bennett's Gas	0261055780 road dept propane	113.51
Best One Giant Tire (aka Huber)	0261054790 tractor tires, service run	989.92
Brandeis Machinery	0261055920 hoses, fittings	84.88
Cedar Creek Quarry	0261054090 stockpile stone	2,833.91
City Waterworks	0261055780 road dept utilities	18.94
Febco Inc.	0294002030 employee benefits cards	737.08
Glasscock Sawmill	0261055920 lumber	43.40
Huber Tire	0261054790 grader tires, trk tubes, svc runs	1,963.26
Bennetts Hardware	0261055920 bolts, plugs, caulkgun, greasegun	187.07
	0261054550 backhoe filter	1.49
	0261054470 saw chains, paint	199.07
	0261054450 stove pipe, collar	39.46
Logans	0261055780 uniforms rental	699.62
Liberty Tire Recycling	0261055480 tire amnesty	2,127.20
MH Equipment	0261055920 backhoe tire sealer	25.58
M-B Companies	0261054410 seal kits and shaft	479.32
Presentation Solutions	0261054690 signs vinyl	632.92
Rumpke	0261055780 litter dumpster	748.79
Saf-ti-co	0261054690 tape	465.70
	0261054690 road closed signs	73.50
	0261054690 stop signs, posts	192.60
	0261054690 road closed signs, posts	193.20
	0261054690 post brackets	99.00
Wright Express	0261054550 road fuels	339.41

Transfer \$232.58 to 0261054460 to 0261055920 for invoice correction

JAIL FUND INVOICES/TRANSFERS

Wright Express	0351014550 jailer fuel	244.26
Shelby County Detention Ctr	0351013140 inmate housing	14,225.00
Febco Inc.	0394002030 jailer benefits card	68.50

Cash Balances:	General Fund	Road Fund	Jail Fund
12/27/2011	\$1,536,150.31	\$570,923.05	\$26,768.49
1/27/2012	\$1,459,748.37	\$710,716.61	\$44,738.31
2/29/2012	\$1,511,835.35	\$633,891.30	\$32,364.89
3/31/2012	\$1,200,291.88	\$670,941.20	\$23,274.04
4/30/2012	\$1,313,098.35	\$605,432.76	\$24,970.28
6/1/2012	\$1,232,530.17	\$504,531.50	\$26,728.87
6/29/2012	\$978,436.14	\$158,021.81	\$51,774.08
8/1/2012	\$1,123,464.33	\$217,271.32	\$92,012.76
8/30/2012	\$961,213.34	\$839,977.60	\$50,134.19
9/30/2012	\$776,529.59	\$774,091.18	\$42,286.47
10/31/2012	\$873,865.54	\$727,441.16	\$27,713.53
11/21/2012	\$682,738.67	\$662,001.21	\$31,536.90
12/21/2012	\$1,251,176.47	\$213,334.20	\$23,570.64

- On the motion of Esq. Cheek, seconded by Esq. Judd, with all members of the Court present voting "Aye", it is hereby ordered to approve all transfers and pay all bills.
2. Zoning, Readings and recommendations.
 - 2a. McIntosh property second reading.

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 7th day of January 2013 passed the following ORDINANCES:

1. On motion of Esq. Cheek, second by Esq. Goodlett all members of the court voting "Aye", it is hereby ordered by the court to Approve the zone change request of Marvin & Lynn McIntosh on a 1.01 acre tract from AG-1, agricultural to R-1, residential for property located at 3566 Overlook Road based on the findings of fact presented by the planning & zoning commission.

Attest: Lynn Hesselbrock
Clerk Spencer County Fiscal Court

Bill Karrer
Spencer County Judge/Executive

- On the motion of Esq. Cheek, seconded by Esq. Goodlett, with all members of the Court present voting "Aye", it is hereby ordered to approve the zoning request, second reading.
3. Ordinance 7 (2013 series) to adopt Cochran Hill Lane onto the County Road System, second reading and adoption.

An Ordinance Relating to the Adoption of Road(s) onto the County Road System

Whereas, written request has been made to the Spencer County Fiscal Court to formally adopt the following road within Cochran Hill subdivision onto the County Road System; and

Whereas, the road on the request has been inspected and found to meet all current road specifications;


Now Therefore, Be It Ordained by the Fiscal Court of Spencer County, Commonwealth of Kentucky that the Fiscal Court does hereby adoption onto the Spencer County Road System the following road for limited maintenance, such as snow removal and right-of-way trimming, with official mileage and speed limit as designated:


Cochran Hill Lane, 0.306mile, 25mph speedlimit

Be It Further Ordained by the Fiscal Court that the minimum bond for this road (\$12,785) shall be held by the Fiscal Court for at least one year after the adoptive date of this ordinance. After a satisfactory annual/final inspection and the bond released, the County agrees to accept full maintenance responsibility for this road.

Given first reading and approval on December 17, 2012.

Given second reading and adoption on January 7, 2013.


Bill Karrer
Spencer County Judge Executive

Attest: 
Lynn Hesselbrock
Spencer County Fiscal Court Clerk

- On the motion of Esq. Judd, seconded by Esq. Cheek, with all members of Court present voting "Aye", it is hereby ordered to approve Ordinance 7 (2013 series) adopting Cochran Hill Lane onto the County Road System.
4. Ordinance 8 (2013 series) to correct the County Road System length of Chadwick Drive, second reading and adoption.

An Ordinance Correcting Road Length

Whereas, on November 7, 2011 the Spencer County Fiscal Court adopted Ordinance 6 (2012series) to adopt roads in the McIntosh Farm subdivision onto the County Road System, and

Whereas, the listed road length on Chadwick Drive of 400 feet is incorrect;

Now Therefore, Be It Ordained by the Fiscal Court of Spencer County, Commonwealth of Kentucky that the official county road mileage on Chadwick Drive be corrected to 254 feet.

Given first reading and approval on December 17, 2012.

Given second reading and adoption on January 7, 2013.


Bill Karrer
Spencer County Judge Executive

Attest:


Lynn Hesselbrock
Spencer County Fiscal Court Clerk

- On the motion of Esq. Davis, seconded by Esq. Cheek, with all members of the Court present voting "Aye", it is hereby ordered to approve the second reading of Ordinance 8 (2013 series) correcting the length of Chadwick Drive.
5. Employee cafeteria plan resolution.

RESOLUTION OF THE SPENCER COUNTY FISCAL COURT BOARD OF DIRECTORS FOR THE ADOPTION OF THE SPENCER COUNTY FISCAL COURT CAFETERIA PLAN

On this date, the SPENCER COUNTY FISCAL COURT Board of Directors did meet to discuss the implementation of SPENCER COUNTY FISCAL COURT Flexible Benefits Plan to be effective, January 01 2013. Let it be known that the following resolutions were duly adopted by the SPENCER COUNTY FISCAL COURT Board of Directors and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the form of Cafeteria Plan, as authorized under Section 125 of the Internal Revenue Code of 1986, presented to this meeting is hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan.

RESOLVED, that the Plan Year shall be for a period beginning on January 01 2013 and ending December 31 2013.

RESOLVED, that the Employer shall contribute to the Plan amounts sufficient to meet its obligation under the Cafeteria Plan, in accordance with the terms of the Plan Document and shall notify the Plan Administrator to which periods said contributions shall be applied.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each Employee a copy of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned certifies that attached hereto as Exhibits A and B respectively are true copies of the Plan Document, and Summary Plan Description for SPENCER COUNTY FISCAL COURT'S Flexible Benefits Plan approved and adopted in the foregoing resolutions.

The undersigned further certifies and attests that the above resolutions were made with the consent of the full Board of Directors, each of whom were in attendance on this date:


Signature/Title

7 Jan. 2013
Date

- On the motion of Esq. Cheek, seconded by Esq. Moody, with all members of the Court present voting "Aye", it is hereby ordered to approve the employee cafeteria plan.
6. Ky Emergency Management Mutual Aid & Assistance Agreement.

5/21/2002

**COMMONWEALTH OF KENTUCKY STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND
ASSISTANCE AGREEMENT**

This agreement, endorsed by the Kentucky Division of Emergency Management, is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the agreement and thereby becomes a party to the agreement. Each party agrees to execute the agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the Commonwealth of Kentucky through its Division of Emergency Management recognizes the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, the Commonwealth of Kentucky wishes to encourage each local entity in Kentucky to become a party to this agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency-stricken communities as quickly, efficiently and effectively as possible; and

WHEREAS, under the Kentucky Revised Statutes, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" means the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means personnel, equipment, facilities, services, supplies and other resources.

"Authorized representative" means the employee of a party, who has been authorized in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this agreement.

"Disaster" means any incident or situation declared as such by executive order of the Governor, or the President of the United States pursuant to federal law, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

"Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment and which a local emergency response agency determines is beyond its capabilities.

"Local emergency declaration" means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

"Local emergency management agency" means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to Kentucky Revised Statutes Chapter 39B, with primary

5/21/2002

jurisdiction, responsibility, and authority for all emergency management program activities within the geographical boundaries of a party.

"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created pursuant to the Kentucky Revised Statutes with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this agreement.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this agreement is a reciprocal contract, it is recognized that any party to this agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any party to this agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this agreement, and accordingly shall attempt to render assistance in accordance with the terms of the agreement to the fullest extent possible.

All functions and activities performed under this agreement are hereby declared to be governmental functions. Functions and activities performed under this agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency-stricken area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement. A request shall be followed as soon as practicable by a written confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially-approved and adopted copy of this agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

5/21/2002

- A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request as follows:
1. **REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY:** A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall then contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.
 2. **REQUESTS MADE DIRECTLY TO A PROVIDER:** A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner.
- B. **REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:
1. **Stricken Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;
 2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
 3. **Infrastructure Systems:** Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;
 4. **Aid and Assistance:** The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 5. **Provider's Traveling Employee Needs:** Unless otherwise specified by a recipient, it is mutually understood that a recipient will provide for the basic needs of provider's traveling employees. A recipient shall pay for all reasonable and documented out-of-pocket costs and expenses of a provider's personnel, including transportation expenses for travel to and from the stricken area. Further, a recipient shall house and feed provider's personnel at the recipient's sole cost and expense. If a recipient cannot provide such food and/or housing at the disaster or emergency area, a recipient shall specify in its request for assistance that self-sustained and supported personnel are needed.
 6. **Facilities:** The need for sites, structures or building outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
 7. **Meeting Time and Place:** An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.
- C. **STATE AND FEDERAL ASSISTANCE:** A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction.

5/21/2002

- D. List of Authorized Representatives: The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE.

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation in order to determine the availability of personnel, equipment and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). A Provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

- a. In response to the items contained in the request, a description of the personnel, equipment and other resources available;
- b. The projected length of time such personnel, equipment and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this agreement).
- c. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- d. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the Supervision and Control" section (Section V) of this agreement).

When a provider's submits a written acknowledgement to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

- a. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly

5/21/2002

understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;

- b. Maintain daily personnel time records, material records and a log of equipment hours; and;
- c. Report work progress to a recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider as a result of extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses.

- A. Personnel - During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules and regulations. A recipient shall reimburse a provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.
- B. Equipment - A provider shall be reimbursed by a recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.226. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.
- C. Materials and Supplies - A provider shall be reimbursed for the reasonable and documented costs of all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in subsection B of Section VII, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse or recklessness of a provider's materials and supplies used by them during the period of assistance. The measure of reimbursement

5/21/2002

shall be determined in accordance with 44C.F.R. 206.228. In the alternative, the parties may agree that a recipient will replace, with like kind and quality as determined by a provider, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing.

- D. Record Keeping - A recipient or its representative local emergency management agency, and Kentucky Division of Emergency Management personnel shall provide information, directions and assistance for record keeping to a provider's personnel. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- E. Payment; Other Miscellaneous Matters as to Reimbursement - The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever a provider's employees are rendering aid and assistance pursuant to this agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Every person in the service of the state or any of its political subdivisions or agencies, or of any county, city of any class under the contract of hire, express or implied, and every official or officer of those entities, whether elected or appointed, while performing his or her official duties shall be considered an employee of the state. Every person who is a member of a volunteer ambulance service, fire, or police department shall be deemed, for the purpose of this agreement, to be in the employment of the political subdivision of the state where the department is organized. Every person who is a regularly enrolled paid or volunteer member of an emergency management agency, or an emergency management agency-supervised operating unit, or a rescue squad, as established under KRS Chapters 39A to 39E, shall be deemed, for the purpose of this agreement, to be in the employment of the Commonwealth of Kentucky.

SECTION X. IMMUNITY

All activities performed under this agreement are hereby declared to be governmental functions. Neither the parties to this agreement, nor, except in cases of willful misconduct, gross negligence or bad faith, their personnel complying with or reasonably attempting to comply with this agreement or any ordinance, order, resolution, rule or regulation enacted or promulgated pursuant to the provisions of this agreement shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY.

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle respond to, provide defense for and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related

5/21/2002

thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT

Under this agreement, the responsibilities of the Kentucky Division of Emergency Management are:

- (1) To serve as the central depository for all locally-approved and adopted agreements, along with the attached listing of a party's authorized representatives and contact information, and to provide this listing to each of the parties on an annual basis;
- (2) To coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this agreement;
- (3) To keep a record of all requests for assistance and acknowledgments; and
- (4) To report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate.

SECTION XIII. AMENDMENTS

- (1) Approval and adoption of the agreement by the governing body of a party and the signature of a party's chief executive officer; and
- (2) Submission of a copy of an approved and adopted agreement, along with approved minutes of the legally constituted meeting at which the agreement was approved, to the Kentucky Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party terminating their participation in this agreement shall submit a copy of their written termination notice to the Director of the Kentucky Division of Emergency Management. A party's termination of this agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this agreement. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this agreement.

SECTION XVI. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. Each of the parties declares that it would have entered into this agreement irrespective of

5/21/2002

the fact that any one or more of this agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this agreement, those other mutual aid and assistance contracts are superseded by this agreement.

SECTION XVII. EFFECTIVE DATE, APPROVAL AND ADOPTION

Part I. This agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the agreement.

BE IT RESOLVED BY Spencer Co. Fiscal Court OF Spencer Co. Ky
(Governing Body of City, County, or Other Entity) (City or County)

that the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT Bill Korrer Judge-Executive
(Name of Primary Representative) (Official Title)

AND _____
(Name of Alternate Representative) (Official Title)

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of, Spencer County
(Name of City, County, or Entity)

a public entity established under the laws of the Commonwealth of Kentucky and to file a copy of this resolution with the Kentucky Division of Emergency Management for the purpose of entering into the agreement and thereby become a party to the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this 7th day of January, 2013.

Bill Korrer Judge-Exec. _____
Name and Title Name and Title

CERTIFICATION

I, Lynn Hesselbrock, duty appointed Spencer County Clerk
(Title)

of Spencer County, Ky, do hereby certify that the above is a true and correct copy of a
(City, County, or Other Entity)

resolution passed and approved by the Fiscal Court of Spencer County
(City, County, or Other Entity) (Public Entity)

on the 7th day of January, 2013.

County Clerk
(Official Position)

Lynn Hesselbrock
(Signature)

5/21/2002

**COMMONWEALTH OF KENTUCKY STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT**

Part II. List of Authorized Representatives to Contact for Emergency Assistance

For _____
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: _____ Title: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Phone: () _____ FAX: () _____
Pager: _____ E-Mail: _____
Cell Phone: () _____

ALTERNATE REPRESENTATIVE:

Name: _____ Title: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Phone: () _____ FAX: () _____
Pager: _____ E-Mail: _____
Cell Phone: () _____

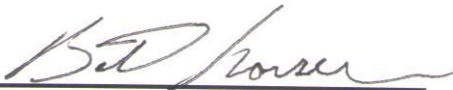
Part III.

IN WITNESS WHEREOF, the Kentucky Division of Emergency Management has endorsed this agreement and the Party to Agreement listed above has caused this Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly adopted in its name and on its behalf by its chief executive officer, who has signed accordingly and attested with approval of its governing body, as of the date set forth in this agreement.

BY: _____, Director, Kentucky Division of Emergency Management

DATE: _____

- On the motion of Esq. Judd, seconded by Esq. Cheek, with all members of the Court present voting "Aye", it is hereby ordered to approve the Mutual Aid Agreement.
- On the motion of Esq. Davis, seconded by Esq. Moody, with all members of Court present voting "Aye", it is hereby ordered to adjourn Fiscal Court at 10:40 am. The next meeting of the Spencer County Fiscal Court will be on Tuesday, January 22nd at 7:00 pm due to the Holiday.

X 

Bill Karrer
Spencer County Judge Executive